



Erosion Control Performance Bond

We, the undersigned _____, a corporation, partnership, or individual, with a principal business address of _____, in the City of _____, State of _____, as Principal, and _____, a corporation duly organized under the laws of the State of _____, with a principal business address of _____, in the City of _____, State of _____, and duly authorized to conduct a corporate surety business in the State of Minnesota, as *Surety*, are held and firmly bound unto the City of Bloomington, a Minnesota municipal corporation, the *Obligee*, in the sum of \$_____ DOLLARS, to be paid to the *Obligee*, for which payment, we jointly and severally bind ourselves and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

The basis for this obligation is that the *Principal* has requested the *Obligee's* Manager of Building and Inspection Division, Department of Community Development, to issue a permit for construction on the premises located at _____, in the City of Bloomington, County of Hennepin, State of Minnesota, legally described as follows:

and as a condition precedent to the issuance of the requested permit, the *Principal* must submit and obtain the *Obligee's* approval of certain erosion control plans and provide a performance bond for the erosion control measures pursuant to *Bloomington City Code Sections 15.11 and 19.52*.

NOW THEREFORE, if the *Principal* fulfills all of the prescribed conditions or requirements as set forth in or attached to the above-described permit, including without limitation: completion of the erosion control measures in accordance with the approved plans, maintenance of the approved erosion control measures until the groundcover is re-established, removal of those erosion control measures only with the *Obligee's* permission and approval, and all conditions and requirements set forth by the City Council, City Code and State law within the time and in the manner specified therein, then this obligation shall be void. Should the *Principal* not fulfill the above-stated conditions and requirements as specified, then this obligation shall remain in full force and effect and recovery from the *Surety* of the bond amount may be had by the *Obligee*.

If any legal action be filed upon this bond, venue shall lie in the Fourth Judicial District, County of Hennepin, State of Minnesota and the *Obligee* shall be entitled to recover from the *Principal* all costs and disbursements, including reasonable attorney's fees.

IN TESTIMONY WHEREOF, we have set our hands and seals this

_____ day of _____, 20____, in the
presence of:

PRINCIPAL - _____

By _____

Its _____

By _____

Its _____

STATE OF MINNESOTA)

COUNTY OF) SS.

The foregoing was acknowledged before me this ____ day of _____, 20____,
by _____ and _____
the _____ and _____ of
_____, a _____ corporation
and Principal herein.

Notary Public

SURETY - _____

Its _____

By _____

Its _____

STATE OF MINNESOTA)

COUNTY OF) SS.

The foregoing was acknowledged before me this ____ day of _____, 20____,
by _____ and _____
the _____ and _____ of
_____, a _____ corporation
and Principal herein.

Notary Public